

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK FOR
ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

**NOTICE TO BIDDERS
SPECIFICATION NO. 03-225**

City of Lincoln intends to enter into contract and invites you to submit a sealed bid for:

**MSA CBRN CUSTOM 4500 MR SCBA
FOR
CITY OF LINCOLN HEALTH DEPARTMENT**

MEETING OR EXCEEDING CITY OF LINCOLN'S SPECIFICATIONS

Sealed bids will be received by City of Lincoln, Nebraska on or before **12:00 noon Central Time, Wednesday, August 20, 2003**, in the office of the Purchasing Agent, "**K**" **Street Complex (SW Wing), Suite 200, 440 So. 8th Street**, Lincoln, NE 68508. Bids will be publicly opened and read aloud in the First Floor Conference Room at the "K" Street Complex.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above. Late bid will not be considered.

**SEALED BID
SPECIFICATION NO. 03-225**

BID OPENING TIME: 12:00 NOON
DATE: Wednesday, August 20, 2003

ADDENDA RECEIPT: The receipt of the addenda to the specification number ____ through ____ is hereby acknowledged. Failure of any bidder to receive any addenda or interpretation shall not relieve the bidder from obligations specified in the bid request. All addenda shall become part of the final contract document.

The undersigned submitter, having full knowledge of the requirements of City of Lincoln for the listed project agrees to provide the labor, certificate of insurance, materials and equipment in strict accordance with the specifications as prepared by the City for the consideration of the amount set forth in the following price schedule:

FOUR (4) MSA CBRN Custom 4500 MR SCBA

<u>DESCRIPTION</u>	<u>QTY</u>	<u>TOTAL PRICE</u>
1. MSA CBRN Custom 4500 , as per attached specifications: SCBA (Complete with standard accessories, freight & delivery) MFG./MAKE/MODEL: _____	4 ea	\$ _____
2. Four (4) extra 60 Minute Air Bottles	4 ea	\$ _____

INTERLOCAL PURCHASING: The City desires to make available to other local government entities of the State of Nebraska, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements, the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicate on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in accordance with contract terms and conditions, in addition to orders from City of Lincoln. ____ YES ____ NO

If "YES", Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities and counties. Terms and conditions of the contract must be met by political sub-divisions, cities and counties. Under no circumstances shall City of Lincoln be contractually obligated or liable for any purchases by political sub-divisions, cities or counties.

NO BID BOND REQUIRED

**NOTE: RETURN 2 COMPLETE COPIES OF BID OFFER AND SUPPORTING MATERIAL.
MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS: SEALED BID FOR SPEC. NO. 03-225**

The undersigned signatory of the bidder represents and warrants that he has full and complete authority to submit this offer to City of Lincoln, and to enter into a contract if this offer is accepted.

COMPANY NAME

BY (Signature)

STREET ADDRESS or P.O. BOX

(Print Name)

CITY, STATE ZIP CODE

(Title)

TELEPHONE NO.

(Date)

FAX NO.

**EMPLOYER'S FEDERAL I.D. NO.
OR SOCIAL SECURITY NUMBER**

Email: _____

Bids may be inspected in the Purchasing Division offices during normal business hours, after tabulation by the purchasing agent. If you desire a copy of the bid tabulation to be mailed to you, you must enclose a self-addressed stamped envelope with your bidding documents. Bid tabulations can also be viewed on our website at: <http://www.ci.lincoln.ne.us/city/finance/purch/specindx.htm>

SPECIFICATIONS

FOUR (4) MSA CBRN CUSTOM 4500 MR SCBA

SELF-CONTAINED BREATHING APPARATUS

GENERAL INFORMATION

The City of Lincoln invites you to submit a sealed bid for the purchase of **four (4)** MSA CBRN Custom 4500 MR SCBA self-contained breathing apparatus equipped with one or more of the following options: Vulcan carrier and harness, ICM 2000, Ultra Elite facepiece, Quick-Fill, ExtendAire, Stealth cylinder, and dual purpose.

Must be certified jointly by the National Institute for Occupational Safety and Health (NIOSH) and the Mine Safety and Health Administration (MSHA) under 42 CR, Part 84 for a 30, 45, or 60-minute-rated service life. Including the NIOSH Chemical Bacteriological Nuclear and Radiological (CBRN) Standard. Also, the apparatus shall be compliant with all requirements of the National Fire Protection Association's 2002 Edition of NFPA-1981 Standard on Open-Circuit Self-Contained Breathing Apparatus.

For the purpose of establishing a quality standard the item(s) listed shall serve as a quality standard for which all alternates may be compared. Please complete the enclosed check list indicating any variance to the specifications listed. The City reserves the right to determine if any variance is of material value to the City. All alternates will be considered.

DELIVERY AND INSTALLATION

Bid prices offered shall be new, complete in every way, including freight and delivery costs, ready for use by the City.

Deliver to: City-County Health Department
 Attn: Ron Eriksen, Senior Environmental Health Specialist
 3140 "N" Street
 Lincoln, Nebraska

Successful Bidder to coordinate delivery of new equipment with Ron Eriksen (402) 441-6238.

SPECIFIC INFORMATION - All questions regarding these specification must be made in writing to the following:

Tom Kopplin, Assistant Purchasing Agent
"K" Street Complex (SW Wing)
440 So. 8th Street
Lincoln, NE 68508
Email: tkopplin@ci.lincoln.ne.us
Phone: (402) 441-7414
Fax: (402) 441-6513

All questions must be received in the Purchasing Department by no later than, Wed., August 13th, 2003, to allow adequate time to prepare an addendum to mail to all known specification holders.

EQUIPMENT DETAILS - Complete and return with your offer (#03-225).**MEETS SPEC.****YES** **NO****MSA CBRN CUSTOM 4500 MR SCBA :**Specify brand/model: _____
_____**1. FACEPIECE:**

- ____ 1.1 Shall be available in three sizes in both *Hycar* rubber or silicone
- ____ 1.2 Lens shall be field-replaceable and of a non-shatter type and shall fit all three sizes of the facepiece.
- ____ 1.3 Facepiece shall have an inhalation check valve to prevent exhaled air from entering and contaminating the mask-mounted regulator.
- ____ 1.4 Harness shall be heat-resistant Kevlar assembly featuring a five-point adjustable suspension.
- ____ 1.5 Includes speaking diaphragm with aluminum-coated membrane suitably protected and located centrally to the facepiece for optimal voice projection.
- ____ 1.6 Two (2) sizes of removable nose cups
- ____ 1.6.1 Nosecup shall contain a voice collector system which enhances unamplified speech transmission.
- ____ 1.7 Equipped with a flame and heat-resistant PBI neck strap that carries the facepiece in a ready position for quick donning.
- ____ 1.8 Facepiece shall be HUD ready, incorporating a mounting bracket for a receiver.

2. HEADS-UP DISPLAY

- ____ 2.1 Heads-Up-Display (HUD) System shall be wireless and comprised of two primary components:
- ____ 2.1.1 Transmitter
- ____ 2.1.2 Receiver
- ____ 2.2 HUD receiver shall provide the user with the remaining volume of air in their cylinder in 25% increments through a series of points of light.
- ____ 2.3 The light logic used to convey remaining cylinder volume shall be:
- Four green lights - 76 to 100% cylinder volume
- Three green lights - 51 to 75% cylinder volume
- Two flashing amber lights - 26 to 50% cylinder volume
- Flashing red light - 0 to 25% cylinder volume
- ____ 2.4 HUD System shall allow the user to select between two modes of operation:
- ____ 2.4.1 Continuous lights on mode
- ____ 2.4.2 Intermittent lights on mode while the system is in service.
- ____ 2.5 HUD receiver shall incorporate a light sensor that senses ambient light conditions automatically adjusting the display to one of 16 pre-programmed light intensities.
- ____ 2.6 HUD receiver shall provide the user and their partner with a visual alarm indication of a low air cylinder
- ____ 2.7 HUD transmitter shall incorporate a refresh button that permits a user to update their display or change the receiver's mode of operation.
- ____ 2.8 Receiver and transmitter shall each use two AAA alkaline batteries.

MEETS SPEC.**Firm Name** _____**YES** **NO****3. RAPID INTERVENTION CREW (RIC) SYSTEM**

- _____ 3.1 The RIC connection shall be as the Quick Fill URC (universal rescue connection)
- _____ 3.2 The system shall be capable of:
- _____ 3.2.1 Quickly refilling (less than one minute) an SCBA cylinder from a mobile compressor or cascade system
- _____ 3.2.2 Transfilling between two SCBA wearers, providing an emergency breathing system (EBS) while maintaining NIOSH approvals
- _____ 3.2.3 Extend the wearer's air supply over longer duration when a remote cascade system or other compressed gas source is located in a remote area
- _____ 3.2.3 Transfill and refill in immediately dangerous to life or health (IDLH) atmospheres.

4. FIRST-STAGE REGULATOR

- _____ 4.1 The first stage regulator shall:
- _____ 4.1.1 Reduce the cylinder pressure down to an outlet pressure not to exceed 80 PSI.
- _____ 4.1.2 Regulator outlet pressure must be adjustable
- _____ 4.1.3 Regulator redundancy shall be achieved by two inter-nested long-life springs
- _____ 4.1.4 Regulator body shall be constructed of a high-strength, heat-treated aluminum alloy and plated with a Teflon hard coat anodize to minimize corrosion and wear of internal components.

5. MASK-MOUNTED REGULATOR : (FIREHAWK PTC)

- _____ 5.1 The mask-mounted pressure-demand regulator shall consist of the following:
- _____ 5.1.1 The regulator must be equipped with a purge feature that is activated by depressing the center of the regulator cover
- _____ 5.1.2 Purge button must also function as a manual override to the first-breathe on regulator activation feature
- _____ 5.1.3 Over the shoulder air-supply hose routed through a shoulder strap tunnel to the first-stage regulator. The air-supply hose must be made of silicone from the second stage regulator attachment to an in-line swivel or quick-connect.
- _____ 5.1.4 The detachable regulator must have a push-to-connect attachment to the facepiece. The regulator shall feature a non-indexing design, capable of mounting to the facepiece in any orientation.
- _____ 5.1.5 Regulator must rotate freely when connected to the facepiece, maximizing the user's freedom of head movement.
- _____ 5.1.6 The second stage regulator shall not obstruct or reduce the field of vision of the wearer when installed on the facepiece.
- _____ 5.1.7 When doffing the regulator, the disengagement of the regulator from the facepiece must simultaneously stop the flow of air.
- _____ 5.1.8 The second stage regulator must not require any tools for disassembly.
- _____ 5.1.9 Number of parts in the second stage regulator is not to exceed a count of 25 parts.

6. PRIMARY LOW-PRESSURE WARNING DEVICE

- _____ 6.1 An audible alarm shall be an air-actuated, self-cocking, continuous ringing audible warning bell automatically operating when air pressure in the supply cylinder reaches approximately 25% of the rated service life.

MEETS SPEC.

Firm Name _____

YES NO

7. CYLINDERS

- _____ 7.1 The cylinder shall be constructed of a deep-drawn, seamless aluminum liner that is fully wound over its' entire surface (except for the thick neck area) with high-strength carbon fiber filaments impregnated with epoxy resin.
- _____ 7.2 Cylinder shall have a minimum 2-inch wide luminescent band to enhance visibility of the wearer.
- _____ 7.3 Cylinder shall contain a closing valve which shall incorporate a pressure gauge to indicate the pressure in the cylinder at all times.
- _____ 7.4. The pressure gauge face shall be luminescent.
- _____ 7.5 The hand wheel shall be at a 90 degree angle from the longitudinal plane of the cylinder.
- _____ 7.6 Cylinders must be available in two operating pressures 2216 and 4500 PSI.
- _____ 7.7 Cylinders with 2216 PSIG operating pressure must be rated for 30 minutes.
- _____ 7.8 Cylinders with 4500 PSI operating pressure must be available in 30, 45 and 60 minute durations.

8. VULCAN CARRIER AND HARNESS:

- _____ 8.1 The harness assembly shall be readily adjustable for various wearer sizes and shall include the following components:
- _____ 8.1.1 Adjustable single or double-pull Kevlar waist belt.
- _____ 8.1.2 Metal push-button seat belt-type buckle
- _____ 8.1.3 Two padded Nomex shoulder straps, each having a Kevlar strap reinforcement that provides retention if the Nomex fibers weakened.
- _____ 8.1.4 The shoulder straps shall have retro-reflective markings and shall have anti-rotation style buckles for ease of adjustment.
- _____ 8.1.5 The friction buckles of the shoulder straps and waist strap shall be constructed of forged stainless steel for maximum strength and resistance to wear.
- _____ 8.1.6 An optional mid-connect Kevlar-blend chest strap with snap-type fastener that properly positions the shoulder straps allowing full-arm movement.
- _____ 8.1.7 Optional lumbar pad to enhance comfort to the lower back of wearers
- _____ 8.1.8 The backplate shall be constructed of a glass reinforced thermoset composite material that conforms to the user's back and provides spine relief for wearers with protruding vertebrae.
- _____ 8.1.9 An adjustable, stainless steel cylinder band having a quick-opening device at one end to properly retain various size cylinders.
- _____ 8.1.10 Cylinder band must retain its open shape for easy cylinder change-out.
- _____ 8.1.11 All harness components shall be affixed with tri-bar slides and be field-replaceable with no tools required.

9. CARRYING CASE

- _____ 9.1 A carrying case shall be provided to retain the complete apparatus and the instructional manual.
- _____ 9.2 Carrying case shall be constructed of:
- _____ 9.2.1 Hard type with replaceable front latches
- _____ 9.2.2 Soft type, duffel type bag

10. QUICK-FILL EBS SYSTEM ACCESSORY

- _____ 10.1 The system can be used to:
- _____ 10.1.1 Quickly refill (less than one minute) an SCBA cylinder from a mobile compressor or cascade system.
- _____ 10.1.2 Transfill between two SCBA wearers, providing an emergency breathing system (EBS) while maintaining NIOSH approvals.

MEETS SPEC.**Firm Name** _____**YES** **NO**

_____ 10.1.3 Extend the wearer's air supply over longer duration when a remote cascade system or other compressed gas source is located in a remote area.

_____ 10.1.4 Transfill and refill in immediately dangerous to life or health (IDLH) atmospheres.

11. ICM 2000 AND ICM 2000 PLUS, COMBINATION PASS AND REDUNDANT ALARM

_____ 11.1 Combination integrated PASS and redundant low-pressure alarm must be contained in a single enclosure.

_____ 11.2 Combination PASS and redundant alarm must be equipped with an optional heat sensor and time remaining display.

_____ 11.3 The time remaining must update calculations every 30 seconds, based on a users previous three minutes of air consumption. The initial calculation will appear after 3 minutes.

_____ 11.4 Unit must be equipped with a mechanical analog gauge in the event of electrical or battery failure.

_____ 11.5 The unit must be available in a version that can store up to 30 hours of user information in the form of sessions that are generated each time the SCBA is pressurized.

_____ 11.6 The sessions must indicate the day, time, cylinder pressure, duration of use and time of alarm (PASS, RA and thermal) for each pressurization of the SCBA.

_____ 11.7 The sessions must provide the option of being downloaded to a personal computer for addition to maintenance records, or for use in incident investigations.

_____ 11.8 The unit must meet NFPA 1981, 2002 Edition, and NFPA 1982, 1998 Edition standards.

12. EMERGENCY ESCAPE BREATHING SUPPORT SYSTEM (EXTENDAIRE)

_____ 12.1 Emergency escape breathing support system must be accommodated by the SCBA.

_____ 12.2 System must be available with a common airline quick-disconnect fitting.

_____ 12.3 System shall connect to the intermediate pressure side of the SCBA, down stream of the first stage regulator.

_____ 12.4 System must also be approved by NIOSH to serve as a combination air-line apparatus.

13. AIR-LINE ACCESSORY SYSTEM (DUAL PURPOSE)

_____ 13.1 System shall consist of a waist-mounted junction block with an air-line connection angled backward and downward from the wearer.

_____ 13.2 The air-line accessory must be designed with an automatic shuttle valve that seals off cylinder air upon attachment of an airline connection..

_____ 13.3 Cylinder air must be resume automatically upon dis-engagement of the airline connection.

14. DELIVERY / INSTALLATION AND TRAINING:

_____ 14.1 Price includes all freight charges, F.O. B. Lincoln, NE.

_____ 14.2 Price per hour for on-site training (shall include all travel and expenses): \$ _____/hr.

Do you have free on-line training available (describe): _____

15. WARRANTY

_____ 15.1 Minimum of 1 year warranty on all parts and labor (attach a copy of the warranty details).

15.1.1 Warranty Repair Location: _____

15.2 Number of Technicians certified to repair this equipment: _____

15.3 Any cost to the City for warranty repairs, shipping, handling, etc., during the warranty period: _____

15.4 List prices of extended warranty if available (attach a copy of details - coverage, etc.): _____

REFERENCES

Provide three references for governmental agencies, or private organizations that are currently using this proposed equipment.

Firm Name: _____

Address: _____

Contact Name: _____ Title: _____

Phone Number: _____ Fax: _____

Approximate date and number of units installed: _____

Firm Name: _____

Address: _____

Contact Name: _____ Title: _____

Phone Number: _____ Fax: _____

Approximate date and number of units installed: _____

Firm Name: _____

Address: _____

Contact Name: _____ Title: _____

Phone Number: _____ Fax: _____

Approximate date and number of units installed: _____

COMMENTS:

Firm Name

Signature

Date

INSTRUCTIONS TO BIDDERS

CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

1. BIDDING PROCEDURE

- 1.1 Bidder shall submit two (2) complete sets of the bid documents and all supporting material. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Each bid must be legibly printed in ink or by typewriter, include the full name, business address, and telephone number of the bidder; and be signed in ink by the bidder.
- 1.5 A bid by a firm or organization other than a corporation must include the name and address of each member.
- 1.6 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Bids received after the time and date established for receiving bids will be rejected.

2. BIDDER'S SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated of the Proposal Form.
- 2.2 If alternate bids are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
 - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.

- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:

- 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
- 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. EQUAL OPPORTUNITY

- 3.1 Each bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Bidder shall fully comply with the provisions of Chapter 11.08 of the Lincoln Municipal Code.
- 3.2 Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16).
- 3.3 The Equal Opportunity Officer will determine compliance or non-compliance with the City's Affirmative Action Policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

4. DATA PRIVACY

- 4.1 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 4.2 The bidder agrees to hold the City harmless from any claims resulting from the bidder's unlawful disclosure or use of private or confidential information.

5. BIDDER'S REPRESENTATION

- 5.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 5.2 Each bidder for services further represents that the bidder is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

6. INDEPENDENT PRICE DETERMINATION

- 6.1 By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

7. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 7.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 7.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to the date and time for receipt of bids.
- 7.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 7.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

8. ADDENDA

- 8.1 Addenda are written instruments issued by the City prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 8.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 8.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 8.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 8.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

9. ANTI-LOBBYING PROVISION

- 9.1 During the period between the bid close date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

10. BRAND NAMES

- 10.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 10.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 10.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.

- 10.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

11. DEMONSTRATIONS/SAMPLES

- 11.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 11.2 Such demonstration can be at the City delivery location or a surrounding community.
- 11.3 If bidder does not have an item in the area, it will be at the bidder's expense to send appropriate City personnel to the nearest location to view and inspect proposed item(s).
- 11.4 If items are small and malleable, and the bidder is proposing an alternate product, the bidder MUST supply a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

12. DELIVERY

- 12.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 12.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 12.3 All bids shall be based upon **inside** delivery of the equipment or merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.

13. WARRANTIES, GUARANTEES AND MAINTENANCE

- 13.1 Copies of the following documents must accompany the bid proposal for all items being bid:
 - 13.1.1 Manufacturer's warranties and/or guarantees.
 - 13.1.2 Bidder's maintenance policies and associated costs.
- 13.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.
- 13.3 Bidder Warrants and represents to the City that all software/firmware/ hardware/equipment /systems developed, distributed, installed or programmed by Bidder pursuant to this Specification and Agreement.
 - 13.3.1 That all date recognition and processing by the software/firmware/hardware/equipment/system will include the four-digit-year format and will correctly recognize and process the date of February 29, and any related data, during Leap years; and
 - 13.3.2 That all date sorting by the software /firmware/hardware/ equipment/system that includes a "year category" shall be done based on the four-digit-year format. Upon being notified in writing by the City of the failure of any software/ firmware/ hardware /equipment /systems to comply with this Specification and Agreement, Contractor will, within 60 days and at no cost to the City, replace or correct the non-

complying software/ firmware/ hardware/ equipment/ systems with software/firmware/ hardware/equipment/ systems that does comply with this Specification and Agreement.

- 13.3.3 No Disclaimers: The warranties and representations set forth in this section 13.3 shall not be subject to any disclaimer or exclusion of warranties or to any limitations of Licensor's liability under this Specification and Agreement.

14. ACCEPTANCE OF MATERIAL

- 14.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 14.2 Material delivered under this proposal shall remain the property of the bidder until:
- 14.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
- 14.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 14.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 14.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.
- 14.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

15. BID EVALUATION AND AWARD

- 15.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 15.2 No bid shall be modified or withdrawn for a period of sixty (60) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 15.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 15.4 The bid will be awarded to the lowest responsive, responsible bidder whose proposal will be most advantageous to the City, and as the City deems will best serve their requirements.
- 15.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the City.

16. INDEMNIFICATION

- 16.1 The bidder shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss or use resulting therefrom; is caused in whole or part by any negligent act or omission of the bidder, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 16.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 16.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

17. TERMS OF PAYMENT

- 17.1 Unless other specification provisions state otherwise, payment in full will be made by the City within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

18. LAWS

- 18.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.